



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## MAINTENANCE BOND

Bond Number: 354-030-115

KNOW ALL MEN BY THESE PRESENTS, that we Kamminga & Roodvoets, Inc.  
3435 Broadmoor SE, Grand Rapids, MI 49512

, as principal (the "Principal"),  
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are  
held and firmly bound unto City of Grand Rapids

300 Monroe NW, Grand Rapids, MI 49503, as obligee (the "Obligee"),  
in the penal sum of One Hundred Fifty Eight Thousand, Eight Hundred Forty Nine Dollars and no/100

Dollars (\$ 158,849.00),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a contract (the  
"Contract") with the Obligee for Warranty Bond - 3 Mile Spectrum Site Water/Sewer

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the  
Obligee any defect which may develop during a period of One year(s) from the date of completion and  
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior  
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and  
effect.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of  
any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").  
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand  
upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of  
the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to  
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above  
address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or  
such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of  
a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of  
limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 31st day of December, 2012.

WITNESS / ATTEST

Kamminga & Roodvoets, Inc.

(Principal)

By:

Kraig L. Klynstra  
Name: Kraig L. Klynstra  
Title: Secretary/Treasurer

(Seal)

**LIBERTY MUTUAL INSURANCE COMPANY**

(Surety)

By:

Marsha Toman  
Attorney-in-Fact  
Marsha Toman

(Seal)